

FROM: CITY OF EL MONTE

TO: PROPOSERS FOR TOWING AND STORAGE SERVICES

DATE: OCTOBER 16, 2015

RE: QUESTIONS SUBMITTED BY FIRMS REGARDING THE RFP FOR TOWING AND STORAGE SERVICES

QUESTION #1:

Amount of franchise fee per tow:

Total amount of franchise fee revenue collected:

Total number of tows:

Total number of impounds:

ANSWER #1

The amount of the franchise fee per tow is \$125.00.

The amount of franchise fee revenue collected in the last full calendar year (2014) was \$47,575.00

The TOTAL number of tows and impounds was 865.

QUESTION #2:

Inclusion of Photographs

Can we attach pictures that depict the proposed operations facility, tow trucks, and equipment to be used? If so, will the attachment count as part of the 30 pages?

ANSWER #2

Yes, photographs can be attached to depict the proposed operations facility, tow trucks and equipment. The photos will not count as part of the 30 page maximum.

QUESTION #3:

Performance Bond

Page 16, last paragraph, and continued on page 17, indicates two deadlines. Which is correct?

Are we required to provide a performance bond by execution of the Agreement, or by 2pm October 19, 2015?

RFP Attachment 9 – Performance Bond form states “...payment of the penal sum of \$_____. What is the minimum amount deemed appropriate by the City that we should state in the blank space provided in this form?

ANSWER #3

The City will require that the selected firm(s) have a performance bond executed within six (6) days of the execution of the agreement and BEFORE the onset of ANY services.

In terms of the Performance Bond, the minimum amount deemed appropriate by the City is \$100,000.

QUESTION #4:

Question: Page 20, Section J- Reports to be made to city states Towing Service Provider shall notify the Chief of Police or his or her designee in writing of any sale or disposal of a formerly stored vehicle or vehicle part to an individual known to the Towing Service Provider designee or his employees to be a City of El Monte employee.

Inquiry: We understand the tow company must report any sales of vehicles or vehicle parts to Chief of police. We do not understand the remaining part of the statement and would like clarification.

ANSWER #4

The City does not know what "remaining part of the statement" the question refers to as this is just one statement. However to make this point clear: as per the Agreement, it will be the responsibility of the Towing Service Provider to notify the Chief of Police (or his designee, e.g. Police Captain or Police Lieutenant), in writing, of any sale or disposal of any formerly stored vehicle, or vehicle part, to an individual known by ANY employee of the Tow Service Provider to be an employee of the City of El Monte. To further clarify, if the Tow Service Provider, or any employee of the Tow Service Provider, sells or disposes of ANY previously stored vehicle, or vehicle part of a previously stored vehicle, to a known employee of the City of El Monte, the Tow Service Provider MUST inform the Chief of Police of this action in writing.

QUESTION #5:

Question: Page 20-21, Section K- Insurance states Franchisee shall not commence work under the Franchise Agreement until proof of all required insurance has been provided to and accepted by the City to its reasonable satisfaction.

Inquiry: Since contract work would not commence until January 1, 2016, would start date of additional insurance coverage be acceptable to begin December 31, 2015?

ANSWER #5

If the Franchisee is authorized to commence work under the Franchise Agreement on January 1, 2016, all proof of required insurance will need to be provided to and accepted by the City BEFORE January 1, 2016. The "additional insurance coverage" can be effect any date on or before the initiation of contract services. So yes, in the event the contract starts on January 1, 2016, then the insurance can begin on December 31, 2015, which is BEFORE the initiation of contract services.

QUESTION #6:

Question: Page 27, Section X- Background Investigation and Fee required states prior to the award of the towing service agreement; the EMPD shall conduct or have conducted a background investigation of the business, its principals, and its tow truck drivers.

Inquiry: If CHP has recently conducted background investigation on all principals and drivers for CHP contract then would this apply? We would like to avoid any unnecessary expenses if recent background investigations are valid. (June, 2015).

ANSWER #6

Yes, if the CHP has recently conducted a background investigation of all principals and drivers for the CHP agreement, then the City would accept the WRITTEN results of the CHP investigations as fulfilling this requirement.

QUESTION #7:

Question: Page 28-29, Section C- Removal Charges states vehicles shall be taken to any place the owner or driver of the vehicle directs, within five road miles of the location of the vehicle, without charge. Charges for towing beyond five miles shall be based on an hourly rate for time actually consumed.

Inquiry: "Without charge" in above statement is confusing, we would like clarification.

ANSWER #7

The City has exercised its right to strike Section III-TOWING PROVISIONS, C-REMOVAL CHARGES from the Request for Proposals for RFP for Towing and Storage Services:

III. TOWING PROVISIONS

A. PLACE TO WHICH VEHICLES SHALL BE TOWED

When impounded by the EMPD vehicles shall be taken to the Towing Service Provider's primary secured storage facility or such other location as the EMPD may lawfully designate. If neither the owner nor the driver nor EMPD specifies a destination, is unable to do so, or is not at the scene of removal, the Towing Service Provider shall tow the vehicle to Towing Service Provider's Primary Storage Facility. In no case shall Towing Service Provider use coercion or pressure of any kind upon the owner or driver of a vehicle to have the vehicle towed to Towing Service Provider's own storage yard or garage.

B. EVIDENCE TO BE SAFEGUARDED

The Towing Service Provider shall take all reasonable precautions required by the EMPD to avoid damage to any evidence or impounded vehicles such as fingerprints or stains. Vehicles taken into custody that involve such evidence shall be stored in the Investigative Hold Area, as defined hereinafter, and shall be secured from access by unauthorized persons. Vehicles stored for prints shall be protected from dust and dirt or deterioration of evidence by the sun or other elements.

~~C. REMOVAL CHARGES~~

~~Vehicles shall be taken to any place the owner or driver of the vehicle directs, within five road miles of the location of the vehicle, without charge. Charges for towing beyond five miles shall be based on an hourly rate for time actually consumed. Removal charges commence at the time a tow unit actually proceeds to a call for service and terminate at the time the tow unit returns to the Primary Storage Facility. The first hour or fraction thereof shall be at the rate specified by the Chief of Police or his or her designee and at half of that hourly rate for each additional half hour or fraction thereof over the first hour.~~

*****CONTINUED ON NEXT PAGE*****

QUESTION #8:

I. INTRODUCTION

Section C. Method of Selection

(2) Factors Weighed and Considered

Page 12 attached for reference

(13)

"Each Proposal must include a true and correct copy of the fully executed CHP Agreement described above."

Inquiry

Shall the CHP Agreement requested be included in the actual proposal body or attached as an appendix to the Proposal? If included in actual Proposal, are the number of pages exempt from the total number (30) of pages allowed?

And if included in the body of the Proposal where in the format should the CHP Agreement be placed?

ANSWER #8

The CHP Agreement should be attached as an appendix to the Proposal. The CHP Agreement will not count toward to the 30 page maximum.

QUESTION #9:

I. INTRODUCTION

Section C. Method of Selection

(2) Factors of Weighed and Considered

Page 12 attached for reference.

(13)

"Each Proposal must also include true and accurate documentation showing the complete and most up-to-date schedule of tow rates, storage rates and other charges authorized by the CHP pursuant to the CHP Agreement..."

Inquiry

Shall the requested schedule of tow rates, storage rates and other charges authorized by the CHP (hereinafter "rates") be deemed included in the City of El Monte Request for Proposals if the "rates" are in the body of the CHP Agreement which is included or attached to the City of El Monte RFP as an Appendix or does the City of El Monte request that the "rates" are in a separate attachment or page of the Proposal?

ANSWER #9

Although the schedule of tow rates, storage rates and other charges authorized by the CHP will be stated in the body of the CHP Agreement, the City of El Monte requests that these rates also be stated in the narrative of the Proposal.

QUESTION #10:

I. INTRODUCTION

Section I Format for Proposal Submittal

Page 17 attached for reference

Limit your proposal to 30 typed pages or less....

Inquiry

Does the City of El Monte require or request the presentation of the proposal be bound in a specific method. Does the City request or prefer the Proposal be loose bound with a clip, spiral bound or hole-punch and placed into a folder or binder.

ANSWER #10

The City of El Monte does not require that the Proposal be bound by a specific method. It would prefer Proposals to be submitted hole-punched and in placed into a binder. The City will not consider the method of binding in its selection process.

*****CONTINUED ON NEXT PAGE*****

QUESTION #11:

I. INTRODUCTION

Section C Method of Selection
page 13 attached for reference

(13)

"... Also such proposer may not impose such fees or charges at rates or in amounts that exceed those expressly approved by the CHP pursuant to the proposer's CHP Agreement.

AND

IV .STORAGE PROVISIONS

Section L. Towing Service Provider's Authorized Rates and Charges to Customers
page 35 attached for reference

"As set forth in the RFP, above, each proposer shall submit a schedule of rates, fees, charges...in no case may any rate, fee, charge, deposit or other cost be increased to an amount that exceeds those established pursuant to proposers valid and binding Tow Service Agreement with the California Highway Patrol"

Inquiry

Shall the Proposer's statement of rates incorporate the amount in Section (Y) City of El Monte Franchise Fee of 125.00. into their proposed rate?

Therefore the total fee charged by Proposer is equal to or less than approved CHP Rate
Actual Tow Fee + Franchise Fee= CHP Tow Rate or less
Or

Shall the Proposer's Statement of rates exclude the amount in Section (Y) City of El Monte Franchise Fee of 125.00

Therefore the tow rate charged by Proposer shall not to exceed the Proposer's approved California Highway Patrol Rate. City of El Monte's Franchise fee of 125.00 to be charged in addition to the tow fee.

Actual Tow Fee = CHP Tow Rate or less

and

Actual Tow Fee + Franchise Fee= CHP Tow rate or more

ANSWER #11

The TOTAL fee charged by the Proposer must be equal to or less than the approved CHP Tow Rate. Therefore, the Actual Tow Fee + the Franchise Fee = CHP Tow Rate or less.

QUESTION #12:

I. Introduction

I Format for Proposal Submittal

page 17 attached for reference

Firms are required to adhere to the following format in their proposals

RFP reads

Letter of Transmittal

Executive Summary

Responses to Questions posed in Section C(1)

....

Inquiry

Section C (1) Baseline Requirements are referenced as Inspection Checklist Attachment 2 and Insurance Requirements Attachment 3.

Therefore should Format for Proposal Submittal read:

Responses to Questions posed in Section C(2)

If not, please advise if Inspection Checklist and Insurance Requirements be included in both body of Proposal and as Attachments 2 and 3.

If yes, RFP should read Responses to Questions posed in C(2), then where should responses be placed in format.

ANSWER #12

The Towing Services & Facilities Inspection Checklist (Attachment 2) and Insurance Requirements Checklist (Attachment 3) should be *referenced* in the Proposal and attached to the Proposal. If the Proposer includes the documents in the body of the Proposal, this will not adversely affect the selection process; however the information will count toward the 30 page maximum.

QUESTION #13

I. Introduction

H Submittal Requirements

page 16 is attached for reference

(7) Describe your firm's ability to perform the requested services as outlined in Sections II and III of this RFP....

Inquiry

Where shall responses to H(7) be placed in the Proposal Format.

ANSWER #13

Answers to H(7) “Describe your firm's ability to perform the requested services as outlined in Sections II and III of this RFP, including experience and credentials of the personnel who will be assigned to manage operations in the City of El Monte”, **should appear after the response to H(6)-** “Describe your firm's approach to the scope of work” **and before the response to H(8) – the completed forms called Attachment 2-9.**

*******END OF DOCUMENT*******